CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR
SOFTWARE SERVICES FOR EDACS FX SYSTEM
FOR CITY OF LINCOLN RADIO MAINTENANCE SHOP

DATE: December 14, 2004

CONTRACT PERIOD: Oct.1,2004 thru Sept.30,2005

CONTRACTOR: RACOM Corporation
5700 Culwells Road
Lincoln, NE   68516

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8^(TH) STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Cindy Sorum
Telephone No.: 402/489-9911
FAX No.: 402/483-0365
E-Mail Address: cindy.sorum@racom.net

_____

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER RENEWAL OF SOFTWARE SERVICE AGREEMENT AND EXHIBIT AB@ AMENDMENT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/conedacs

Contact Ray Ryan, 402/441-8424 at Radio Shop to place an order.

EO# 71958
Dated 12/14/04

August 13, 2002

Mr. Vince Mejer
CITY OF LINCOLN
Purchasing Division
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, NE. 68508

Dear Mr. Mejer:

I am returning the signed FX Software Contract to you for processing. We are renewing the contract under the original terms and price of $45,000 per year, which represents a 45% discount.

If you have any question regarding this contract, please don't hesitate to call.

Best Regards,

Cindy Sorum
Regional Director
RACOM CORPORATION

Exhibit "B"

Amendment to EDACS FX Software Agreement dated 12/21/95

This amendment authorizes the extension to the EDACS FX Agreement executed between the City of Lincoln (Buyer) and Ericsson Inc. (Seller) dated 12/21/95 (Agreement). The parties hereby agree to extend the Agreement for a period of one year from September 30, 1999 to expire on September 30, 2000 with the option for the Buyer, at its sole option, to elect two additional one year periods to expire on September 30, 2001, September 30, 2002 respectively at the following rates:

Ericsson Inc. will issue the renewal invoice for year one no later than September 30, 1999 at the rate of $45,000.00.

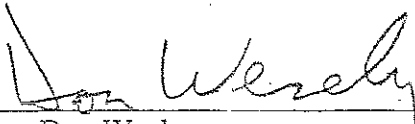Annual renewal for the second year will be invoiced at the same rate ($45,000.00) no later than September 30, 2000.

Annual renewal for the third year will be invoiced at the same rate ($45,000.00) no later than September 30, 2001

The Buyer may exercise the option to extend the agreement upon the Sellers invoice with written approval of each one year extension. Upon expiration on September 30, 2002, the buyer and the Seller may agree for the additional extensions upon terms and conditions agreed upon by both parties at that time.
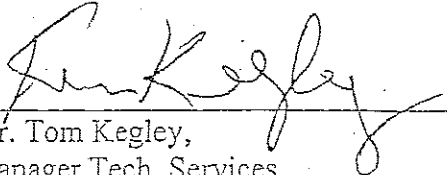
Except as modified in this amendment, the remaining terms and conditions of the Agreement shall remain in effect.

Agreed to this ___8th___ day of July, 1999.

Signed

Mayor Don Wesley
(Buyer) City of Lincoln, Nebraska

Mr. Tom Kegley,
Manager Tech. Services
(Seller) Ericsson, Inc.

1. **SCOPE OF AGREEMENT**

   1.1 During the term of this agreement, as set forth in Section 7, Seller agrees to provide the City of Lincoln with software dates, documentation updates and other services, as set forth in Section 3 of this Agreement, for the software provided by Seller and contained within the Subscriber's Designated EDACS System(s) as described in Schedule A to this Agreement.

2. **DEFINITIONS**

   2.1 As used in this Agreement, the following terms shall have and be limited to the meanings set forth below:

   2.1.1 "Contract" means the Agreement between Seller and the City of Lincoln for the purchase of the Designated System(s).

   2.1.2 "Current Software Release Levels" means the most recent software release announced by Seller as being commercially available.

   2.1.2.1 This does not include interim releases provided as emergency fixes or software released for beta test purposes.

   2.1.3 "Designated System" means the EDACS system(s) purchased by the City of Lincoln from Seller and identified as per Schedule A to this Agreement.

   2.1.4 "Encrypted Features" means those EDACS product features which are disabled by Seller within the standard EDACS system component or radio product software and which are activated by Seller only upon their having been purchased by the City of Lincoln.

   2.1.4.1 Examples of such features are Landline Data and Multiple Channel Partitioning for the EDACS system components and Wide Area Scan and Priority System Scan for the EDACS PCS portable radios.

   2.1.5 "Licensed Programs" means all software programs and associated documentation licensed to the City of Lincoln by Seller for use with Subscriber's Designated System, under one or more licenses, for which services are to be provided hereunder.

   2.1.6 "Software" means computer programs contained on a magnetic tape, semiconductor device or other memory device or system memory consisting of: (a) hardwired logic instructions which manipulate data in a processor and control input-output operations and error diagnostic and recovery routines, and (b) instruction sequences in machine-readable code that control transaction processing, peripheral equipment and administration and maintenance functions as well as associated documentation used to describe, maintain and use the programs.

   2.1.7 "EDACS FX Classification" means the classifying of Subscriber's Designated System(s) within categories of system complexity, as defined by Seller, for the purpose of determining Subscriber's annual EDACS FX fee.

   2.1.8 "Updates" means any corrections, modifications or enhancements released and/or provided by Seller to the Licensed Programs.

3. **DESCRIPTION OF EDACS FX PROGRAM FEATURES**

   3.1 Software Releases Included

   With respect to each Licensed Program, and subject to the conditions of this Agreement, Seller will provide the software Updates described below during the term of this Agreement, Seller will provide the software Updates described below during the term of this Agreement.

   3.1.1 All Updates shall be shipped to Subscriber's EDACS FX contact designated in Schedule A of this Agreement via protective packaging containing a quantity of programmed software media (PROMs, TK50 tapes or diskettes) necessary for the City of Lincoln to fully implement the software Updates within their Designated System.

   3.1.2 In addition, each shipment of software Updates shall contain at least one set of software release notes detailing the contents of the software Update and providing installation instruction.

   3.1.3 All software Updates and documentation shipped to the City of Lincoln shall be considered as part of the Licensed Programs, shall be subject to the terms and conditions of the Licenses granted by Seller to the City of Lincoln and Seller shall be free to license others with respect thereto.

3.1.3.1   Software Updates upon Enrollment
As determined by the system audit described in Section 3.C.i of this Agreement, Seller shall provide to the City of Lincoln the software Updates needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Seller's Current Software Release Levels.

3.1.3.1.1   Such Updates will be provided at no additional cost to the City of Lincoln provided the City of Lincoln has enrolled in the EDACS FX program within the enrollment deadline specified in Section 4.A of this Agreement.

3.1.3.2   Subsequent Software Updates
Seller shall provide the City of Lincoln software Updates, released by Seller subsequent to Subscriber's enrollment in EDACS FX, for the Licensed Programs contained within Subscriber's EDACS system configuration.

3.1.3.2.1   Such Updates will be provided when they are made generally available by Seller to its licensees of the Licensed Programs and will be included within Subscriber's annual EDACS FX fee.

3.1.3.2.2   The subsequent software Updates shall include:

3.1.3.2.3   Enhancements and corrections to existing features for all EDACS system backbone components and radios;

3.1.3.2.4   New features implemented via the system components already contained within Subscriber's Designated System, including unencrypted features for the system backbone components and unencrypted features for the radio products; and

3.1.3.2.5   Software for product migrations wherein a new generation of software is developed for the system component rather than the older generation of software being updated. (Example: VAX System Manager vs. PDP System Manager).

3.1.3.3   Software Replacements
In the event any software media contained within Subscriber's Designated system incurs damage, whether from acts of nature or human error, Seller shall provide replacements for such software to the City of Lincoln at no additional charge.

3.2   Software Releases Not Included
The following software releases are not included within the terms of this EDACS FX Agreement.

3.2.1   New Products - Any software products released by Seller for which an earlier generation or release level is not already contained within Subscriber's Designated System are not covered within this agreement.

3.2.1.1   If the City of Lincoln wishes to implement such software products within their Designated System, they will need to purchase such products at the prices then in effect.

3.2.2   Encrypted Features - As stated in Section 3.A.ii.b. of this Agreement, encrypted features for EDACS radio products are not included within the category of software Updates provided by Seller under this Agreement.

3.2.2.1   Such features must be purchased separately by the City of Lincoln at the prices then in effect.

3.2.3   Third Party Software - Seller reserves the right to charge an additional fee for upgrades to Software Programs that are licensed by a third party for use with the EDACS system yet are not the property of Ericsson Inc.

3.2.3.1   Examples include: DEC's VMS operation system, MS DOS and HP Openview products.

3.2.3.2   Said charges shall be at cost plus an agreeable processing fee.

3.3 **Services Included**

Subject to the terms of the Agreement, Seller will provide to the City of Lincoln the services described below. Unless other wise indicated, these services are provided to the City of Lincoln at no additional charge.

3.3.1 System Configuration Baseline and Documentation Update - As part of the initial enrollment process for EDACS FX, an audit will be conducted by Seller of Subscriber's Designated System(s) to be covered under this EDACS FX Agreement.

3.3.1.1 This audit will be used to verify Subscriber's first-year EDACS FX fee and to determine the software release levels contained within Subscriber's System at the time of enrollment.

3.3.2 EDACS FX Bulletin - Prior to the general release by Seller of any software Updates, the City of Lincoln shall receive a EDACS FX Bulletin announcing the impending release, detailing its contents and impact, if any, on any other EDACS hardware or software components.

3.3.3 Installation Phone Support - Subscriber's EDACS FX subscription shall include telephone support by Seller's Technical Assistance Center (TAC) personnel with respect to the installation of software Updates.

3.3.3.1 Such support will be available during Seller's normal business hours (8:00 a.m. to 5:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays) for a period of up to ninety (90) days from the date the software Update is released to the City of Lincoln.

3.3.3.2 After-hours emergency support will be available through Seller's optional System Maintenance Product Offerings.

3.3.4 Database Assistance - For Subscribers whose Designated System is classified as either an EDACS Level 4, Small Multisited, or Single Node Network EDACS system, Seller will provide at no additional cost to the City of Lincoln, assistance with modifying Subscriber's EDACS System Manager databases when such modification is required due to the implementation of a Software Update provided by Seller.

3.3.4.1 This assistance will also include testing Subscriber's system after the database modification has been performed and training Subscriber's system operators.

3.3.4.2 For Subscribers whose Designated System is classified as an Extended EDACS Network, database assistance Updates will be fee determined and the specific terms shall be delineated in Schedule A. For all other Subscribers whose systems are classified as Basic - Level 3 EDACS, database assistance by Seller is not included within the terms of this Agreement but can be obtained from Seller at the rates then in effect for that service.

3.3.5 Upgrade Planning - For Subscribers whose Designated System is classified as a Level 2 EDACS or higher, Seller shall provide yearly consultation service at Subscriber's site to review Seller's planned software releases and evaluate the operational and financial impact such releases may have on Subscriber's Designated System.

3.3.5.1 For Subscribers whose systems are classified as Basic EDACS or Level 1 EDACS, upgrade planning is not included within the terms of this Agreement but can be obtained from Seller at the rates then in effect for this service.

3.4 **Services Not Included**

The following services/products are not included within the terms of this EDACS FX Agreement.

3.4.1 Terminal Software Updates - Installation of software updates to the terminal products is not covered by this Agreement but can be obtained through Seller at the rates then in effect.

3.4.2 Software Update Installation - Installation of software updates by Seller is not included within the terms of this Agreement but can be obtained through Seller at the rates then in effect for that service.

3.4.3 Hardware Upgrades - In the occasional event a software update being released by Seller requires a corresponding hardware change, the City of Lincoln will need to separately purchase the hardware upgrade required.

3.4.3.1   The City of Lincoln will be notified in advance via the EDACS FX
Bulletin or, if applicable, via EDACS FX's upgrade planning service of
any hardware changes needed in order to implement a software update.

3.4.4   Optional Support Services - Other software support services the City of Lincoln may
require including, but not limited to, training, customized software programming or
troubleshooting through Seller's Technical Assistance Center are outside the scope of
this Agreement but may be obtained through other programs offered by Seller.

3.4.5   Remote Site Transportation Costs - For those sites that are not readily accessible by
motor vehicle and require special transportation arrangements in order to gain access
for system audits, the City of Lincoln will be responsible for providing the
transportation to the site.

4.   **CONDITIONS FOR SERVICE**

4.1   Enrollment Deadline
The City of Lincoln agrees to enroll in EDACS FX no later than sixty (60) days after the earlier
of (i) the expiration date of the warranty provided by Seller for Subscriber's Designated System,
or (ii) the expiration date of the warranty provided by Seller for the software within Subscriber's
Designated System.

4.1.1   If Subscriber's system warranty has already expired when they are first presented with
the EDACS FX program, the City of Lincoln will be given a 60-day grace period in
which to enroll in EDACS FX.

4.1.2   Subscribers meeting this deadline requirement will receive, at no additional charge as
described in Section 3.A.1 of this Agreement, the software needed to bring their
Designated System up to Seller's Current Software Release Levels.

4.2   The City of Lincoln Contact
Seller requests that the City of Lincoln identify its the City of Lincoln Contact designee in Section
5.B of the Schedule A to this Agreement.

4.2.1   To the maximum extent practicable, Subscriber's communications with Seller (with
regard to the software updates provided under this Agreement) should be through the
City of Lincoln Contact.

4.3   Installation
The City of Lincoln agrees to install the software updates provided by Seller and in order of
receipt from Seller.

4.3.1   The City of Lincoln understands that software support provided by Seller is limited to
Seller's current and current-minus-one release levels.

4.4   Media Labeling
The City of Lincoln agrees that if they choose to make their own copies of any software media
supplies by Seller, whether for backup purposes or in order to install a software Update
throughout their Designated System, they will reproduce any copyright notice and/or proprietary
notice appearing on and/or in such Updates and will label their copies with the information,
including part numbers and revision levels, provided on the set of media provided by Seller.

4.5   No Modification of Software
The City of Lincoln agrees not to modify, enhance or otherwise alter the Software unless
specifically authorized in the user documentation provided by the Seller with each software
Update or unless the prior written consent of Seller is obtained.

5.   **FEES, TERMS OF PAYMENT & TAXES**

5.1   EDACS FX Fee
The City of Lincoln agrees to pay Seller an annual EDACS FX fee, in the amount set forth in
Schedule A to this Agreement, plus taxes pursuant to Paragraph E below, for EDACS FX services
provided by Seller during the term as defined in Schedule A.

5.1.1   Subsequent years' EDACS FX fees, beyond Subscriber's first-year fee specified in
Schedule A, may remain at the same base rates provided Subscriber's Designated
System(s) and mobile equipment remain within the same EDACS FX Classification as
used for determining Subscriber's first-year fee.

5.1.2   Any changes made to Subscriber's Designated System(s) or mobile equipment which results in their falling into another EDACS FX Classification will be reflected in the following year's EDACS FX fee.

5.1.3   If Seller's base rates for EDACS FX should increase, the City of Lincoln will be notified by Seller in writing of any such price increases at least one hundred twenty (120) days prior to the end of Subscriber's yearly EDACS FX period then in effect.

5.2   Other Charges - The City of Lincoln understands that if they choose to delay their enrollment in EDACS FX beyond the deadline described in Section 4.A of this Agreement, they will need to purchase, at the software prices then in effect, the initial software Updates needed to bring their System up to Seller's Current Release Levels.

5.3   Due Date - Subscriber's first-year EDACS FX Fee will be invoiced upon Seller's receipt of a EDACS FX order from The City of Lincoln and this Agreement signed by the City of Lincoln, and upon the signing by Seller of this Agreement. *~~to~~ CS kw*   *receipt CS kw cs*

5.3.1   Payment to Seller will be due thirty (3̶0̶) days from the date of ~~acceptance~~ of ~~installed~~ working software.

5.4   Discontinuance - The City of Lincoln understands that if The City of Lincoln discontinues and then resumes purchase of EDACS FX, the City of Lincoln discontinues and then resumes purchase of EDACS FX, The City of Lincoln will be required to pay Seller a re-entry fee for any benefits acquired by The City of Lincoln upon re-entry to EDACS FX plus the EDACS FX plus the EDACS FX fee for the term then commencing.

6.   **TITLE**

6.1   As between seller and the City of Lincoln, the licensed programs and all copies thereof, in whole or in part, and all software, documents and materials which may be provided by Seller hereunder for use in connection with such Programs are furnished hereunder as part of the "Licensed Programs" defined in the applicable software license agreement(s) and shall remain the property of Seller and will be held in confidence by the City of Lincoln in accordance with the provisions of each such software license agreement

7.   **TERM & TERMINATION**

7.1   EDACS FX services will be provided by Seller to the City of Lincoln for an initial three-year term paid annually, as defined in Schedule A to this Agreement, and thereafter on a year-to-year basis as provided herein.

7.2   Subscriber's EDACS FX enrollment shall be renewed at the end of the first term for a second term and/on a succeeding yearly basis thereafter ~~unless either party notifies the other~~ in writing, ~~at least~~ ninety (90) days ~~prior to the end~~ of the yearly period then in effect, ~~that the EDACS FX subscription shall not be renewed.~~

7.3   The City of Lincoln may terminate this Agreement at any time by written notice to Seller of such termination in which case the services described in Sections 3.A and 3.C of this Agreement shall be discontinued and this Agreement shall terminate.

7.4   Seller shall have the right to terminate this Agreement upon one hundred twenty (120) days written notice if the City of Lincoln fails to pay any charges hereunder due or if the City of Lincoln commits any other breach of this Agreement or commits any breach of any applicable software license agreement for any Licensed Program being supported under this Agreement.

7.5   Seller shall have the right to discontinue providing EDACS FX services for any Licensed Program supported under this Agreement.

7.5.1   Such services shall not, however, be discontinued without 90 days prior written notification by Seller to The City of Lincoln.

7.5.2   Notwithstanding any other provision in this agreement, Seller will provide a pro-rata refund of Subscriber's annual EDACS FS fee if Seller elects to discontinue providing EDACS FX Services for any Licensed Program previously supported under this program.

7.5.3   Fees paid pursuant to this Agreement shall not be refunded once paid by the City.

8. LIMITATION OF LIABILITY

8.1 Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section below (Section 8.5), the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the furnishing of any good or service pursuant to this Agreement shall not exceed the cumulative amount paid by City under this Agreement.

[handwritten in left margin: or otherwise, shall Seller or its Subcontractors or Suppliers, be liable]

8.2 In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability for any special consequential, incidental, indirect or exemplary damages including, but limited to, *[handwritten: not]* loss of profits or revenues, loss of use of equipment, cost of capital, cost of substitute goods, facilities, services or replacement power or downtime costs.

8.3 Any litigation, arbitration or action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the furnishing of any good or service pursuant to this Agreement shall be commenced within two years after the cause of action accrued or it shall be deemed waived or barred.

8.4 The provisions of this Section, Limitation of Liability, shall apply notwithstanding any other provisions of this Agreement provided, however, that in the event of a conflict between the terms and provisions of this Section 8 and Section 11, Overriding Nature/Entire Agreement, the provisions of Section 11 shall govern.

    8.4.1 The terms and provisions of this Section shall survive the termination and expiration of this Agreement.

8.5 Seller shall be responsible for and agrees to indemnify City and hold City harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property directly resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors.

    8.5.1 City agrees to notify Seller as soon as practical of any third party claim, demand or cause of action for which City will request indemnification from Seller.

    8.5.2 City will provide Seller with the necessary information and assistance to defend such claim, demand or cause of action.

8.6 City shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property directly resulting from the willful misconduct or negligent acts or omissions of City, City officials, agents, employees, or subcontractors.

    8.6.1 Seller agrees to notify City as soon as practical of any third party claim, demand or cause of action for which Seller will request indemnification from City.

    8.6.2 Seller will provide City with the necessary information and assistance to defend such claim, demand, or cause of action.

9. ROYALTIES AND PATENTS

9.1 It is mutually understood and agreed that, without exception, the Seller sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work.

9.2 Whenever the Seller uses or the Seller Documents require any design device, material, or process covered by letters, patent, or copyright, the Seller shall provide for the right for such use by legal agreement with the patentee or owner thereof.

    9.2.1 Regardless of any agreement or lack thereof, the Seller and the surety in all cases shall indemnify and hold harmless the City from any and all claims for infringement by the use of any such patented design, device, material, process, trademark or copyright, in connection with the Work.

    9.2.2 Likewise, the Seller and the surety in all such cases shall indemnify the City for any costs, expenses, and damages that the City may be obligated to pay, for any such claims.

    9.2.3 The indemnification provided herein shall apply at any time during the Work and shall continue after the completion of the work indefinitely.

9.3 The Seller shall pay all royalties and license fees.

9.4 The Seller shall defend suits or Claims for infringement of patent rights.

9.5 The Seller shall promptly notify the City of any required design, process, or product the Seller has reason to believe is an infringement of a patent, copyright or other intangible right.

    9.5.1 The Seller shall assume full responsibility for and shall bear the attributable costs for any possible patent, copyright or other alleged infringement of intangible rights.

10. GENERAL PROVISIONS

10.1 The City of Lincoln shall not assign this Agreement or any rights hereunder without the prior written approval of Seller.

    10.1.1 Any purported assignment without such written approval shall be null and void.

10.2 All notices required hereunder shall be in writing and shall be deemed given upon being hand delivered or upon receipt if mailed by certified mail, return receipt requested, to The City of Lincoln at the address set forth in the Schedule A or if to Seller at Mountain View Road, Lynchburg, VA 24502, Attention: Software Marketing Group, or at such other address as either party may designate to the other in writing.

11. OVERRIDING NATURE/ENTIRE AGREEMENT

11.1 This Agreement, including any Schedule a made a part hereof, shall control and have precedence over the provisions of any purchase order.

    11.1.1 This Agreement may be provided to supplement a Contract, which incorporates a Software License, between the parties to purchase the Designated System.

    11.1.2 In the event of a conflict between this EDACS FX Agreement and said Contract, the terms of said Contract shall take precedence.

    10.1.3 This Agreement and said Contract contain the entire agreement and understanding between the parties respecting the subject matter hereof and supersede all previous negotiations, agreements, commitments and writings in respect thereto, and the terms of this agreement and said Contract may not be released, discharged, abandoned, changed or amended in any manner except by an instrument in writing signed by duly authorized representatives of both parties.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the Laws of the State of Nebraska.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Seller:

Ericsson Inc.

Mountain View Road

Lynchburg, VA 24502

By: _Cindy Sorum_

Name: _Cindy Sorum_   _Gary T. Toubert_

Title: _Regional Director TSM_

Date: _12/15/95_   _12/15/95_

The City of Lincoln (Name): _Mayor_

Mike Johanns

_1/12/96_

By: _Keith Wilkins_

Name: _Keith Wilkins_

Title: _Emerg. Comms. Manager_

Date: _12/21/95_

EDACS FX

AGREEMENT

SCHEDULE A

1. Term of EDACS FX Agreement
The services, as described within the EDACS FX Agreement to which this Schedule A is attached, will be provided for the initial period between _____ _____ and
_____ _____ and will be ~~automatically~~ renewed for one-year periods thereafter pursuant to Section 7 of the Agreement. *kW CDS 11-2-95*

2. Designated System.
The Designated System(s) for which the EDACS FX Agreement will apply is (are):

System Name	System Type	System Location
City of Lincoln, NE	*Public Safety*	*Lincoln, Nebraska*

ECR-5145 Rev A (3/1/95

3. EDACS FX Fees

The first-year EDACS FX fee for the above Designated System(s) is as follows:

System Name	EDACS FX Option	System Fee
City of Lincoln, NE	*SSSV1C3*	*$30,000/Yr.*

Ericsson will maintain the agreed upon pricing for the term of this agreement ⟨initials⟩
even though the basic configuration of the covered system may change within the term.

TOTAL FEE: ___$90,000___

Subscriber's subsequent years' EDACS FX fees will be determined as specified in Section 5.A. of the attached Agreement.

4. Fiscal Year Billing Option

If Subscriber requests Seller to invoice the first and subsequent years' EDACS FX fees to be coincident with Subscriber's fiscal year term, please indicate the fiscal year end date:

_0_ _9_ _0_ _1_
m m d d

If this option is selected, Subscriber's initial EDACS FX term will be from the effective date shown in Section 1 of this Schedule A through the fiscal year end date specified above and the initial term's fee will be prorated accordingly.

5. Designated Subscriber Representatives

A. All notices regarding the EDACS FX Agreement to which this Schedule A has been attached are to be sent by Seller to:

Representative's Name: _Cindy Sorum_
Title: _____
Address: _Ericsson/RACOM_
(Do not use _5700 Culwells Road_
P.O. Boxes) _Lincoln, NE 68516_
Telephone: _(402) 489-9911_
FAX No. _(402) 483-1966_